


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 56	
2. CONTRACT NO. W911RQ-07-D-0006		3. AWARD/EFFECTIVE DATE 05-Mar-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-07-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOSHUA P. BARBERO				b. TELEPHONE NUMBER (No Collect Calls) 903-334-4283	
8. OFFER DUE DATE/LOCAL TIME 05:00 PM 02 Jan 2007		9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000 TEL: FAX:		CODE W911RQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 562212 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY JOSHUA BARBERO PHONE: 903-334-4283 FAX: 903-334-2628 JOSHUA.P.BARBERO@US.ARMY.MIL TEXARKANA TX 75507-5000	
17a. CONTRACTOR/OFFEROR WASTE MANAGEMENT INC. GREG PRATKA PO BOX 276 LEWISVILLE TX 75067 TEL. 713-423-1710		CODE 1JZC4		FACILITY CODE 1JZC4		18a. PAYMENT WILL BE MADE BY DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$255,496.84	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: Offeror: Debra Whitehead				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 05-Mar-2007	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONALD E. KENNEDY / CONTRACTING OFFICER TEL: 903-334-2656 EMAIL: donald.kennedy1@us.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 56

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE
 ☐ PARTIAL
 ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Refuse Disposal (Base Year)</p> <p>FFP</p> <p>This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. Waste is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill by separate contract. Transportation is not included in this contract. This contract will be for firm fixed pricing of various types of Class II waste. See attached SOW under FAR Clause 52.000-4050 for details. The following waste streams will be deposited into the landfill with the following estimated annual quantities:</p> <p>FOB: Destination</p> <p>MILSTRIP: A3L30062220001</p> <p>PURCHASE REQUEST NUMBER: A3L30062220001</p>				
NET AMT					\$0.00
0001AA	<p>Asbestos Waste</p> <p>FFP</p> <p>Base Year</p> <p>Requirement is for disposal of asbestos waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details.</p> <p>FOB: Destination</p> <p>MILSTRIP: A3L30062220001</p> <p>PURCHASE REQUEST NUMBER: A3L30062220001</p>	4	Cubic Yard	\$30.00	\$120.00
NET AMT					\$120.00
ACRN AA					\$120.00
CIN: A3L300622200010001AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		2,200	Actual Tons	\$40.00	\$88,000.00
	Boiler Ash Waste FFP Base Year Requirement is for disposal of boiler ash waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220001 PURCHASE REQUEST NUMBER: A3L30062220001				
NET AMT					\$88,000.00
	ACRN AA CIN: A3L300622200010001AB				\$88,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		220	Actual Tons	\$30.12	\$6,626.40
	Construction Debris (concrete/metal) FFP Base Year Requirement is for disposal of construction debris (concrete/metal) waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220001 PURCHASE REQUEST NUMBER: A3L30062220001				
NET AMT					\$6,626.40
	ACRN AA CIN: A3L300622200010001AC				\$6,626.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		250	Actual Tons	\$30.12	\$7,530.00
	Fluidized Bed Sand / Lime Waste FFP Base Year				
	Requirement is for disposal of fluidized bed sand/lime waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details.				
	FOB: Destination				
	MILSTRIP: A3L30062220001				
	PURCHASE REQUEST NUMBER: A3L30062220001				
				NET AMT	\$7,530.00
	ACRN AA				\$7,530.00
	CIN: A3L300622200010001AD				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		15	Actual Tons	\$30.12	\$451.80
	Paint Filters FFP Base Year				
	Requirement is for disposal of paint filters waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details.				
	FOB: Destination				
	MILSTRIP: A3L30062220001				
	PURCHASE REQUEST NUMBER: A3L30062220001				
				NET AMT	\$451.80
	ACRN AA				\$451.80
	CIN: A3L300622200010001AE				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Plant Trash FFP Base Year Requirement is for disposal of plant trash waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220001 PURCHASE REQUEST NUMBER: A3L30062220001	2,500	Actual Tons	\$30.12	\$75,300.00
NET AMT					\$75,300.00
ACRN AA CIN: A3L300622200010001AF					\$75,300.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Refuse (mixed trash) FFP Base Year Requirement is for disposal of refuse (mixed trash) waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220001 PURCHASE REQUEST NUMBER: A3L30062220001	850	Actual Tons	\$30.12	\$25,602.00
NET AMT					\$25,602.00
ACRN AA CIN: A3L300622200010001AG					\$25,602.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		1,250	Actual Tons	\$30.12	\$37,650.00
	Rubber (mixed waste) FFP Base Year Requirement is for disposal of rubber (mixed waste) into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220001 PURCHASE REQUEST NUMBER: A3L30062220001				
NET AMT					\$37,650.00
ACRN AA CIN: A3L300622200010001AH					\$37,650.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		125	Actual Tons	\$30.12	\$3,765.00
	Salvage Yard FFP Base Year Requirement is for disposal of salvage yard waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220001 PURCHASE REQUEST NUMBER: A3L30062220001				
NET AMT					\$3,765.00
ACRN AA CIN: A3L300622200010001AJ					\$3,765.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK		72	Actual Tons	\$30.12	\$2,168.64

Scrapwood

FFP

Base Year

Requirement is for disposal of refuse scrapwood waste into an approved landfill.
See attached SOW under FAR Clause 52.000-4050 for details.

FOB: Destination

MILSTRIP: A3L30062220001

PURCHASE REQUEST NUMBER: A3L30062220001

NET AMT

\$2,168.64

ACRN AA

CIN: A3L300622200010001AK

\$2,168.64

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL		275	Actual Tons	\$30.12	\$8,283.00

Soil

FFP

Base Year

Requirement is for disposal of soil into an approved landfill. See attached SOW
under FAR Clause 52.000-4050 for details.

FOB: Destination

MILSTRIP: A3L30062220001

PURCHASE REQUEST NUMBER: A3L30062220001

NET AMT

\$8,283.00

ACRN AA

CIN: A3L300622200010001AL

\$8,283.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Refuse Disposal (1st Option Year) FFP This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. Waste is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill by separate contract. Transportation is not included in this contract. This contract will be for firm fixed pricing of various types of Class II waste. See attached SOW under FAR Clause 52.000-4050 for details. The following waste streams will be deposited into the landfill with the following estimated annual quantities: FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				

 NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Asbestos Waste FFP 1st Option Year Requirement is for disposal of asbestos waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002	4	Cubic Yard	\$31.15	\$124.60

 NET AMT

\$124.60

 ACRN AB
 CIN: A3L300622200020001AA

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB		2,200	Actual Tons	\$40.00	\$88,000.00
OPTION	Boiler Ash Waste FFP Base Year Requirement is for disposal of boiler ash waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$88,000.00
ACRN AB					\$0.00
CIN: A3L300622200020001AB					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC		220	Actual Tons	\$31.15	\$6,853.00
OPTION	Construction Debris (concrete/metal) FFP 1st Option Year Requirement is for disposal of construction debris (concrete/metal) waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$6,853.00
ACRN AB					\$0.00
CIN: A3L300622200020001AC					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD		250	Actual Tons	\$31.15	\$7,787.50
OPTION	Fluidized Bed Sand/Lime Waste FFP 1st Option Year Requirement is for disposal of fluidized bed sand/lime waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$7,787.50
ACRN AB					\$0.00
CIN: A3L300622200020001AD					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE		15	Actual Tons	\$31.15	\$467.25
OPTION	Paint Filters FFP 1st Option Year Requirement is for disposal of paint filters waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$467.25
ACRN AB					\$0.00
CIN: A3L300622200021001AE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF		2,500	Actual Tons	\$31.15	\$77,875.00
OPTION	Plant Trash FFP 1st Option Year Requirement is for disposal of plant trash waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$77,875.00
ACRN AB					\$0.00
CIN: A3L300622200021001AF					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG		850	Actual Tons	\$31.15	\$26,477.50
OPTION	Refuse (mixed trash) FFP 1st Option Year Requirement is for disposal of refuse (mixed trash) waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$26,477.50
ACRN AB					\$0.00
CIN: A3L300622200021001AG					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH		1,250	Actual Tons	\$31.15	\$38,937.50
OPTION	Rubber (mixed waste) FFP 1st Option Year Requirement is for disposal of rubber (mixed waste) into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$38,937.50
ACRN AB					\$0.00
CIN: A3L300622200021001AH					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AJ		125	Actual Tons	\$31.15	\$3,893.75
OPTION	Salvage Yard FFP 1st Option Year Requirement is for disposal of salvage yard waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$3,893.75
ACRN AB					\$0.00
CIN: A3L300622200021001AJ					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AK		72	Actual Tons	\$31.15	\$2,242.80
OPTION	Scrapwood FFP 1st Option Year Requirement is for disposal of scrapwood waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$2,242.80
ACRN AB					\$0.00
CIN: A3L300622200021001AK					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AL		275	Actual Tons	\$31.15	\$8,566.25
OPTION	Soil FFP 1st Option Year Requirement is for disposal of soil into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220002 PURCHASE REQUEST NUMBER: A3L30062220002				
NET AMT					\$8,566.25
ACRN AB					\$0.00
CIN: A3L300622200021001AL					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Refuse Disposal (2nd Option Year) FFP This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. Waste is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill by separate contract. Transportation is not included in this contract. This contract will be for firm fixed pricing of various types of Class II waste. See attached SOW under FAR Clause 52.000-4050 for details. The following waste streams will be deposited into the landfill with the following estimated annual quantities: FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				

 NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	Asbestos Waste FFP 2nd Option Year Requirement is for disposal of asbestos waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003	4	Cubic Yard	\$31.15	\$124.60

 NET AMT

\$124.60

 ACRN AC
 CIN: A3L300622200030001AA

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		2,200	Actual Tons	\$40.00	\$88,000.00
OPTION	Boiler Ash Waste FFP Base Year Requirement is for disposal of boiler ash waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$88,000.00
ACRN AC					\$0.00
CIN: A3L300622200030001AB					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC		220	Actual Tons	\$33.15	\$7,293.00
OPTION	Construction Debris (concrete/metal) FFP 2nd Option Year Requirement is for disposal of construction debris (concrete/metal) waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$7,293.00
ACRN AC					\$0.00
CIN: A3L300622200030001AC					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		250	Actual Tons	\$33.15	\$8,287.50
OPTION	Fluidized Bed Sand/Lime Waste FFP 2nd Option Year Requirement is for disposal of fluidized bed sand/lime waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$8,287.50
ACRN AC CIN: A3L300622200030001AD					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE		15	Actual Tons	\$33.15	\$497.25
OPTION	Paint Filters FFP 2nd Option Year Requirement is for disposal of paint filters waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$497.25
ACRN AC CIN: A3L300622200032001AE					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF		2,500	Actual Tons	\$33.15	\$82,875.00
OPTION	Plant Trash FFP 2nd Option Year Requirement is for disposal of plant trash waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$82,875.00
ACRN AC					\$0.00
CIN: A3L300622200032001AF					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AG		850	Actual Tons	\$33.15	\$28,177.50
OPTION	Refuse (mixed trash) FFP 2nd Option Year Requirement is for disposal of refuse (mixed trash) waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$28,177.50
ACRN AC					\$0.00
CIN: A3L300622200032001AG					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AH		1,250	Actual Tons	\$33.15	\$41,437.50
OPTION	Rubber (mixed waste) FFP 2nd Option Year Requirement is for disposal of rubber (mixed waste) into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$41,437.50
ACRN AC					\$0.00
CIN: A3L300622200032001AH					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AJ		125	Actual Tons	\$33.15	\$4,143.75
OPTION	Salvage Yard FFP 2nd Option Year Requirement is for disposal of salvage yard waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$4,143.75
ACRN AC					\$0.00
CIN: A3L300622200032001AJ					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AK		72	Actual Tons	\$33.15	\$2,386.80
OPTION	Scrapwood FFP 2nd Option Year Requirement is for disposal of scrapwood waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$2,386.80
ACRN AC					\$0.00
CIN: A3L300622200032001AK					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AL		275	Actual Tons	\$33.15	\$9,116.25
OPTION	Soil FFP 2nd Option Year Requirement is for disposal of soil into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220003 PURCHASE REQUEST NUMBER: A3L30062220003				
NET AMT					\$9,116.25
ACRN AC					\$0.00
CIN: A3L300622200032001AL					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Refuse Disposal (3rd Option Year) FFP This contract will be for acceptance and disposal of Texas Class II waste into a permitted Texas landfill. Waste is generated at Red River Army Depot in Texarkana, TX and will be transported to the landfill by separate contract. Transportation is not included in this contract. This contract will be for firm fixed pricing of various types of Class II waste. See attached SOW under FAR Clause 52.000-4050 for details. The following waste streams will be deposited into the landfill with the following estimated annual quantities: FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				

 NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	Asbestos Waste FFP 3rd Option Year Requirement is for disposal of asbestos waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004	4	Cubic Yard	\$33.15	\$132.60

 NET AMT

\$132.60

 ACRN AD
 CIN: A3L300622200040001AA

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB		2,200	Actual Tons	\$40.00	\$88,000.00
OPTION	Boiler Ash Waste FFP Base Year Requirement is for disposal of boiler ash waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$88,000.00
ACRN AD					\$0.00
CIN: A3L300622200040001AB					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC		220	Actual Tons	\$36.15	\$7,953.00
OPTION	Construction Debris (concrete/metal) FFP 3rd Option Year Requirement is for disposal of construction debris (concrete/metal) waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$7,953.00
ACRN AD					\$0.00
CIN: A3L300622200040001AC					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD		250	Actual Tons	\$36.15	\$9,037.50
OPTION	Fluidized Bed Sand/Lime Waste FFP 3rd Option Year Requirement is for disposal of fluidized bed sand/lime waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$9,037.50
ACRN AD					\$0.00
CIN: A3L300622200040001AD					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE		15	Actual Tons	\$36.15	\$542.25
OPTION	Paint Filters FFP 3rd Option Year Requirement is for disposal of paint filters waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$542.25
ACRN AD					\$0.00
CIN: A3L300622200043001AE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AF		2,500	Actual Tons	\$36.15	\$90,375.00
OPTION	Plant Trash FFP 3rd Option Year Requirement is for disposal of plant trash into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$90,375.00
ACRN AD					\$0.00
CIN: A3L300622200043001AF					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AG		850	Actual Tons	\$36.15	\$30,727.50
OPTION	Refuse (mixed trash) FFP 3rd Option Year Requirement is for disposal of refuse (mixed trash) waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$30,727.50
ACRN AD					\$0.00
CIN: A3L300622200043001AG					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AH		1,250	Actual Tons	\$36.15	\$45,187.50
OPTION	Rubber (mixed waste) FFP 3rd Option Year Requirement is for disposal of rubber (mixed waste) into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$45,187.50
ACRN AD					\$0.00
CIN: A3L300622200043001AH					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AJ		125	Actual Tons	\$36.15	\$4,518.75
OPTION	Salvage Yard FFP 3rd Option Year Requirement is for disposal of salvage yard waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$4,518.75
ACRN AD					\$0.00
CIN: A3L300622200043001AJ					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AK		72	Actual Tons	\$36.15	\$2,602.80
OPTION	Scrapwood FFP 3rd Option Year Requirement is for disposal of scrapwood waste into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$2,602.80
ACRN AD					\$0.00
CIN: A3L300622200043001AK					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AL		275	Actual Tons	\$36.15	\$9,941.25
OPTION	Soil FFP 3rd Option Year Requirement is for disposal of soil into an approved landfill. See attached SOW under FAR Clause 52.000-4050 for details. FOB: Destination MILSTRIP: A3L30062220004 PURCHASE REQUEST NUMBER: A3L30062220004				
NET AMT					\$9,941.25
ACRN AD					\$0.00
CIN: A3L300622200043001AL					

Notes:

1. This Award will result in a requirements type contract for the use of Red River Army Depot Only.
2. The Quantities listed are estimates only.
3. No quantity is guaranteed and no funds are obligated by the issuance of the basic contract.
4. Quantities will be ordered and funds obligated by issuance of delivery orders.

5. Period of Performance will be for (12) twelve months after the date of award.
6. **Subcontracting Plan for the Period January 1, 2007 through December 31, 2007 and signed by Waste Management on 1 March 2007 is hereby approved, and incorporated by reference into Contract# W911RQ-07-D-0006.**

Authorized personnel of DPW Environmental Division Contract Officer Representative Steve Reese shall certify invoice as to performance of work only. Certification of invoice for payment purposes shall be accomplished by the contracting office BLDG. 431.

Please send invoice(s) to Red River Army Depot, Directorate of Contracting, BLDG. 431, Texarkana, TX, 75507-5000, ATTN: Contract Administrator, Joshua Barbero Office: 903-334-4283 FAX: 903-334-2628/2541

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0001AK	Destination	Government	Destination	Government
0001AL	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government
1001AE	Destination	Government	Destination	Government
1001AF	Destination	Government	Destination	Government
1001AG	Destination	Government	Destination	Government
1001AH	Destination	Government	Destination	Government
1001AJ	Destination	Government	Destination	Government
1001AK	Destination	Government	Destination	Government
1001AL	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2001AA	Destination	Government	Destination	Government

2001AB Destination	Government	Destination	Government
2001AC Destination	Government	Destination	Government
2001AD Destination	Government	Destination	Government
2001AE Destination	Government	Destination	Government
2001AF Destination	Government	Destination	Government
2001AG Destination	Government	Destination	Government
2001AH Destination	Government	Destination	Government
2001AJ Destination	Government	Destination	Government
2001AK Destination	Government	Destination	Government
2001AL Destination	Government	Destination	Government
3001 Destination	Government	Destination	Government
3001AA Destination	Government	Destination	Government
3001AB Destination	Government	Destination	Government
3001AC Destination	Government	Destination	Government
3001AD Destination	Government	Destination	Government
3001AE Destination	Government	Destination	Government
3001AF Destination	Government	Destination	Government
3001AG Destination	Government	Destination	Government
3001AH Destination	Government	Destination	Government
3001AJ Destination	Government	Destination	Government
3001AK Destination	Government	Destination	Government
3001AL Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 05-MAR-2007 TO 05-MAR-2008	N/A	N/A FOB: Destination	
0001AA	POP 05-MAR-2007 TO 05-MAR-2008	N/A	RED RIVER ARMY DEPOT STEPHEN REESE M/F BLDG 421 TEXARKANA TX 75507-5000 903-334-3550 FOB: Destination	W911RQ
0001AB	POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AC	POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AD	POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AE	POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

0001AF POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AG POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AH POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AJ POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AK POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0001AL POP 05-MAR-2007 TO 05-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001 POP 05-MAR-2008 TO 05-MAR-2009	N/A	N/A FOB: Destination	
1001AA POP 05-MAR-2008 TO 05-MAR-2009	N/A	RED RIVER ARMY DEPOT STEPHEN REESE M/F BLDG 421 TEXARKANA TX 75507-5000 903-334-3550 FOB: Destination	W911RQ
1001AB POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AC POP 05-MAR-2008 TO 09-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AD POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AE POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AF POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AG POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AH POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AJ POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
1001AK POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

1001AL	POP 05-MAR-2008 TO 05-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001	POP 05-MAR-2009 TO 05-MAR-2010	N/A	N/A FOB: Destination	
2001AA	POP 05-MAR-2009 TO 05-MAR-2010	N/A	RED RIVER ARMY DEPOT STEPHEN REESE M/F BLDG 421 TEXARKANA TX 75507-5000 903-334-3550 FOB: Destination	W911RQ
2001AB	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AC	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AD	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AE	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AF	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AG	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AH	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AJ	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AK	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
2001AL	POP 05-MAR-2009 TO 05-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001	POP 05-MAR-2010 TO 05-MAR-2011	N/A	N/A FOB: Destination	
3001AA	POP 05-MAR-2010 TO 05-MAR-2011	N/A	RED RIVER ARMY DEPOT STEPHEN REESE M/F BLDG 421 TEXARKANA TX 75507-5000 903-334-3550 FOB: Destination	W911RQ

3001AB POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AC POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AD POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AE POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AF POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AG POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AH POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AJ POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AK POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
3001AL POP 05-MAR-2010 TO 05-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 25403L7000A3L300622200015DR411041117
 AMOUNT: \$255,496.84
 CIN A3L300622200010001AA: \$120.00
 CIN A3L300622200010001AB: \$88,000.00
 CIN A3L300622200010001AC: \$6,626.40
 CIN A3L300622200010001AD: \$7,530.00
 CIN A3L300622200010001AE: \$451.80
 CIN A3L300622200010001AF: \$75,300.00
 CIN A3L300622200010001AG: \$25,602.00
 CIN A3L300622200010001AH: \$37,650.00
 CIN A3L300622200010001AJ: \$3,765.00
 CIN A3L300622200010001AK: \$2,168.64
 CIN A3L300622200010001AL: \$8,283.00

AB: 97X4930.AAPP6D 25403L7000A3L300622200025DR411041117
 AMOUNT: \$0.00
 CIN A3L300622200020001AA: \$0.00
 CIN A3L300622200020001AB: \$0.00
 CIN A3L300622200020001AC: \$0.00
 CIN A3L300622200020001AD: \$0.00

CIN A3L300622200021001AE: \$0.00
 CIN A3L300622200021001AF: \$0.00
 CIN A3L300622200021001AG: \$0.00
 CIN A3L300622200021001AH: \$0.00
 CIN A3L300622200021001AJ: \$0.00
 CIN A3L300622200021001AK: \$0.00
 CIN A3L300622200021001AL: \$0.00

AC: 97X4930.AAPP6D 25403L7000A3L300622200035DR411041117
 AMOUNT: \$0.00

CIN A3L300622200030001AA: \$0.00
 CIN A3L300622200030001AB: \$0.00
 CIN A3L300622200030001AC: \$0.00
 CIN A3L300622200030001AD: \$0.00
 CIN A3L300622200032001AE: \$0.00
 CIN A3L300622200032001AF: \$0.00
 CIN A3L300622200032001AG: \$0.00
 CIN A3L300622200032001AH: \$0.00
 CIN A3L300622200032001AJ: \$0.00
 CIN A3L300622200032001AK: \$0.00
 CIN A3L300622200032001AL: \$0.00

AD: 97X4930.AAPP6D 25403L7000A3L300622200045DR411041117
 AMOUNT: \$0.00

CIN A3L300622200040001AA: \$0.00
 CIN A3L300622200040001AB: \$0.00
 CIN A3L300622200040001AC: \$0.00
 CIN A3L300622200040001AD: \$0.00
 CIN A3L300622200043001AE: \$0.00
 CIN A3L300622200043001AF: \$0.00
 CIN A3L300622200043001AG: \$0.00
 CIN A3L300622200043001AH: \$0.00
 CIN A3L300622200043001AJ: \$0.00
 CIN A3L300622200043001AK: \$0.00
 CIN A3L300622200043001AL: \$0.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.233-1	Disputes	JUL 2002
52.236-4032	Safety and Occupational Health Requirements	AUG 1999
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED

Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

52.000-4050 ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

STATEMENT OF WORK

1 SCOPE OF WORK (SOW). This SOW covers the acceptance and disposition of Texas Class II non-hazardous waste into a permitted landfill Monday through Friday during the hours of 0730-1600. This support will be for fixed pricing of various types of Class II non-hazardous waste that will be deposited into an approved Texas landfill.

2 REQUIREMENTS.**2.1 Installation Support**

2.1.1 The Class II non-hazardous waste will be delivered to the landfill in self-dumping trucks. The various types of containers will be roll-offs, front load trucks (compacted), unitized compactor containers, conventional dump trucks, rear load luggers, and conventional housing trucks.

2.1.2 No assistance should be required for dumping unless mud at the landfill requires the trucks to be towed in inclement weather. The landfill or contractor will provide that assistance if needed.

2.1.3 All waste streams being deposited into the landfill will be an approved Class II Texas non-hazardous waste.

2.1.4 The following waste streams are generated at Red River Army Depot (RRAD) and will be deposited into the landfill with the following estimated annual quantities:

Asbestos Waste – 4 yards with estimated cost of \$--/yard

Boiler Ash Waste – 2200 tons with estimated cost of \$--/ton

Construction Debris (concrete/metal) – 220 tons with estimated cost of \$--/ton

Fluidized Bed Sand/Lime Waste - 250 tons with estimated cost of \$--/ton

Paint Filters – 15 tons with estimated cost of \$--/ton

Plant Trash – 2500 tons with estimated cost of \$--/ton

Refuse (mixed trash) 850 tons with estimated cost of \$--/ton
 Rubber (mixed waste) 1250 tons with estimated cost of \$--/ton
 Salvage yard – 125 tons with estimated cost of \$--/ton
 Scrap wood – 72 tons with estimated cost of \$--/ton
 Soil – 275 tons with estimated cost of \$--/ton

2.1.5 Additional Class II non-hazardous waste streams may need to be classified and disposed of pending landfill approval.

3 APPLICABLE DOCUMENTS.

3.1 Manifest

3.1.1 All Class II non-hazardous waste transported and deposited into the landfill will be manifested using a landfill non-hazardous waste manifest for tracking and classification purposes.

3.1.2 Class II non-hazardous waste manifest will be provided by the landfill.

3.1.3 Receipt copies of manifest will be supplied to RRAD designated personnel within 10 business days identifying receipt of material and quantity received.

3.1.4 All tracking documents utilized will identify quantity in tons, pounds, drums, bag, carton, yards or other.

4 ADDITIONAL INFORMATION

4.1 Holidays

4.1.1 The following legal holidays are observed:

New Year's Day	January 1 st
Martin Luther King JR's Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **J. Patton Tidwell, Director for Contracting Red River Army Depot** and shall not be binding until so approved.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4) [Removed].

X ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

X ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

X ___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X ___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X ___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

X ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **12 months from the date of award**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ~~\$244,554.15~~, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of ~~the contract maximum including the option quantity~~;

(2) Any order for a combination of items in excess of ~~the contract maximum including the option quantity~~; or

(3) A series of orders from the same ordering office within ~~30~~ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ~~7~~ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **January 12, 2008**

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both

individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)--ALTERNATE II (OCT 2001).

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (F) Whether women-owned small business concerns were solicited and if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
- (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizaions.
- (v) Records of internal guidance and encouragement provided to buyers through --
- (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

REFUSE COLLECTOR, SERIES 11300, WG Grade 2, WG Step 2, \$13.57 PER HOUR.

(End of clause)

52.222-4029 WAGE RATES

The attached schedule of Wage Rates No. **2005-2235** was authorized by the Secretary of Labor to be the prevailing wage rates for construction and maintenance contracts at Red River Army Depot, Bowie County, Texarkana, Texas. Any change of wage rates will be issued by addendum prior to opening of bids.

A copy of the Service Contract Act wage determination may be downloaded at website <http://www.wdol.gov>.

52.222-4089 HOURS OF WORK

The hours of work on this contract will be from **0730 AM until 1600 PM, Monday thru Friday** (except holidays), unless other hours are specifically approved by the Contracting Officer.

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (i) Major group code 10 (except 1011, 1081, and 1094.
 - (ii) Major group code 12 (except 1241).
 - (iii) Major group codes 20 through 39.
 - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

Invoice must be marked "Original".

Mail or fax all invoices to the following address:

DFAS - Rock Island Operating Location
ATTN: DFAS-RI-FPV Bldg 68
Rock Island, IL 61299-8300

FAX: 877-426-4270

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot
Texarkana, Texas

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/loadmainre.html>

<http://www.acqnet.gov/far/current/html/FARTOCP52.html#wp340130>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X ___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

X (2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

X (4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

X (9) ___ 252.225-7021, Trade Agreements (JUN 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JAN 2005) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

- (16) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) ____ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Public Law 108-375).
- (19) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
 - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Public Law 108-375).
 - (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

(a) Definitions. As used in this clause--

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)